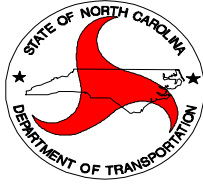


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION SIX - DISTRICT TWO

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE
NON-EXCLUSIVE PROJECT

WORK ORDER NUMBERS: **6.102611, 6.202611, 6.202621, 6.102631, 6.104311,**
6.204311, 6.204321 & 6.104331

ROUTES: **Various Primary, Secondary, Unpaved Secondary and Interstate**

COUNTY: **Cumberland & Harnett**

DESCRIPTION: **Miscellaneous Concrete Construction and Pipe Installation**

BID OPENING: **Wednesday, November 21, 2012**

NAME OF BIDDER

ADDRESS OF BIDDER

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

RETURN BIDS TO:

Mr. Tom Hay, Proposal Engineer
Department of Transportation
P. O. Box 1150
Fayetteville, North Carolina 28302

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INSTRUCTIONS TO BIDDERS

**PLEASE READ ALL INSTRUCTIONS CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID.**

**There is a mandatory pre-bid meeting at the Division Six
office on Tuesday, November 13, 2012 at 2:00 P.M.**

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. **Bids submitted by corporations shall bear the seal of the corporation on the W-9, SBE Certification, and the Bid forms.**
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DISTRICT ENGINEER'S OFFICE AT P. O. BOX 1150, 558 GILLESPIE STREET, FAYETTEVILLE, NORTH CAROLINA 28302 BY 10:00 AM , WEDNESDAY NOVEMBER 21, 2012.**
12. The sealed bid must display the following statement on the front of the sealed envelope:
"SBE – Miscellaneous Concrete Construction/Pipe Installation (026 & 043) – 11/21/2012."
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**MR. TOM HAY, PROPOSAL ENGINEER
NCDOT
P.O. BOX 1150
FAYETTEVILLE, NORTH CAROLINA 28302**
14. **The Bidder shall be SBE Certified at the time of opening bids. Prior to opening bids the SBE Certification shall be verified.**

DIVISION CONTRACT

General Provisions

GENERAL

This contract is for miscellaneous concrete construction and pipe installation in Cumberland and Harnett counties.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD) or as directed by the Engineer.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

The contractor shall coordinate all work with the Department. A pre-construction conference shall be held prior to beginning work.

MANDATORY PRE-BID CONFERENCE

Because of the unusual nature of the work involved, the location of the project, the maintenance of traffic and in order for all prospective bidders to have an extensive knowledge of the project, a mandatory pre-bid conference will be held for all interested parties at the Division Six office located at 558 Gillespie Street, Fayetteville, NC, 28301 on Tuesday, November 13, 2012 @ 2:00 P.M.

AWARD OF CONTRACT (TERMS)

The State reserves the right to make partial, progressive or multiple awards for the same service and in the best interest of the State.

The award of the contract, if it is awarded, will be made to the lowest responsible bidder(s). The lowest responsible bidder(s) will be notified that their bid has been accepted and that they have been awarded the contract. NCDOT reserves the right to reject all bids.

BIDS

In accordance with GS 136-28.1(b) and the provision of the Small Business Enterprise Program, if the total bid amount of the contract exceeds **\$500,000**, the bid will not be considered for award.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act

SUBMISSION OF BIDS – ALTERNATES

(7-15-08)

SP1G91

The *2012 Standard Specifications* are revised as follows:

Page 1-19, Subarticle 102-8(B) (2) is revised to delete the word “not”.

Page 1-27, Subarticle 103-2(B) (4) Electronic Bids, delete and replace with the following:

Do not enter zero (0) in any unit price field unless zero is the intended bid for that item. Zero will be considered a valid bid. However, where zeros are entered for items that are authorized alternates to those items for which a non-zero bid price has been submitted, zeros will be deemed invalid.

Page 1-27, Subarticle 103-2(B) (5) Electronic Bids, delete and replace with the following:

- (5) When the proposal allows alternate bids, the bidder shall submit a unit or lump sum price for every item in the proposal other than items that are authorized alternates to those items for which a bid price has been submitted. Where the bidder submits a unit price other than zero for all items of an authorized alternate, the Department will determine the lowest total price based on the alternates(s) bid.

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

DEBARMENT STATEMENT

The Contractor certifies and understands that by his/her signature on the Bid Form that he/she and the contracting firm he/she represents has not been banned, debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

PROSECUTION OF WORK

(7-1-95) (Rev. 8-21-12)

108

SP1 G15R

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of \$ 0 will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS

(7-15-08) (Rev. 6-19-12)

108-2

R1 G58

The Contractor's attention is directed to the Standard Special Provision entitled *Availability of Funds Termination of Contracts* included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2013	(7/01/12 - 6/30/13)	[number]% of Total Amount Bid
2014	(7/01/13 - 6/30/14)	[number]% of Total Amount Bid
2015	(7/01/14 - 6/30/15)	[number]% of Total Amount Bid
2016	(7/01/16 - 6/30/17)	[number]% of Total Amount Bid
2017	(7/01/17 - 6/30/18)	[number]% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2012 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

VENDOR NUMBERS

ATTENTION CONTRACTORS:

Effective immediately, NCDOT will begin tracking the work of all subcontractors including DBE/MB/WB subcontractors. When the bids are prepared, all subcontractors, their vendor number and other information must be shown on the "Listing of Subcontractors" sheet found in the bid package. Most subcontractors have already been assigned a vendor number by the Raleigh office. If the subcontractor does not have an NCDOT vendor number, he/she must complete a W-9 form and may submit it to:

North Carolina Department of Transportation, Division 6 – District 2, Post Office Box 1150, Fayetteville, NC 28302.

Each time an invoice for payment is submitted to NCDOT, the prime contractor is required to submit a list of all subcontractors along with their vendor numbers that received payment the previous month from the prime contractor on the project. Also shown shall be the items of work they did and the amount paid to them the previous month and whether they were DBE/MB/WB. This list must be submitted along with the invoice in order for payment to be processed into the NCDOT accounting system. THE INVOICE CAN NOT BE PROCESSED NOR PAYMENT BE MADE UNTIL THIS INFORMATION IS SUBMITTED.

CONFORMITY WITH THE CONTRACT

The presence of the engineer or an inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the provisions of this contract. Should the engineer or inspector fail to point out work that does not conform with the plans and specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or correction to the unsatisfactory work when discovered. The contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory work.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications

NON-EXCLUSIVE CONTRACT

The Contractor agrees and understands by signature on this contract that this agreement does not constitute an exclusive contract. The Department of Transportation reserves the right to employ as many Contractors as necessary to effectively and efficiently fulfill the need for services as specified in this contract.

CONTRACT TIME AND LIQUIDATED DAMAGES

(7-1-95)(Rev. 12-18-07)

SP1G10

THE DATE OF AVAILABILITY FOR THIS PROJECT IS THE DATE OF PURCHASE ORDER ISSUANCE.

THE COMPLETION DATE FOR THIS PROJECT IS ONE (1) YEAR FROM THE DATE OF PURCHASE ORDER ISSUANCE.

No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date. No work will be permitted and no purchase order will be issued until all required bonds and pre-requisite conditions and certifications have been satisfied.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The completion date for this project is one year from the date of Purchase Order Issuance. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year with a maximum contract period of three (3) years. The Engineer will notify the Contractor in writing before completion of the current contract if the contract is to be extended. No extensions will be authorized except as approved by the Engineer.

Because of the "on-call" nature of work, no liquidated damages are included as part of this contract; however, failure to complete assigned projects in a timely manner as determined by the Engineer shall be justification for early termination of this contract. In the event of multiple awards, another contractor shall be called to complete the assigned project.

MAINTENANCE OF THE PROJECT

(11-20-07) (Rev. 1-17-12)

104-10

SP1 G125

Revise the *2012 Standard Specifications* as follows:

Page 1-35, Article 104-10 Maintenance of the Project, line 25, add the following after the first sentence of the first paragraph:

All guardrail/guiderail within the project limits shall be included in this maintenance.

Page 1-35, Article 104-10 Maintenance of the Project, line 30, add the following as the last sentence of the first paragraph:

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. *Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in* accordance with this article, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

Page 1-35, Article 104-10 Maintenance of the Project, lines 42-44, replace the last sentence of the last paragraph with the following:

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work covered by the various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

RESPONSIBILITY FOR DAMAGE CLAIMS

In accordance with Article 107-15 of the Standard Specifications, the Contractor shall indemnify and save harmless the Department of Transportation and its officers, agents and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons or property by reason of any act of the Contractor, subcontractor, its agents or employees, in the performance of the contract. The Contractor further agrees to indemnify and save harmless the Department of Transportation and its officers, agents, and employees from any claims or amounts recovered by any of the Contractor's employees under the Worker's Compensation Act.

Pursuant to N.C.G.S. 97-19, all Contractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a Worker's Compensation Insurance Carrier, or a Certificate of Compliance issued by the Department of Insurance for self-insured Subcontractors stating that it has complied with N.C.G.S. 97-93 irrespective of whether Subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and Subcontractors shall be hereinafter liable under the Worker's Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of, and in the course of performance of the work by, the Subcontractor.

CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for contracts of **\$500,000** or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for contracts of **\$500,000** or more. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The Department may waive the bonding requirement of Chapter 44A of the General Statutes.

TWELVE MONTH GUARANTEE

(7-15-03)

108

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee.

EMPLOYMENT

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

(O) Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

LIABILITY INSURANCE

(11-18-08)

SP1G80

Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies. Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES

(2-20-07)

RG 14 B

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures, narrowing lanes, detaining and/or altering the traffic flow and restoring to a two-lane, two-way traffic pattern. These provisions shall be adhered to from the beginning of the project through project completion. The Engineer can adjust the time restrictions as necessary. The following times are restricted:

INTERSTATE 95

LANE CLOSURE TIME RESTRICTIONS

DO NOT CLOSE OR NARROW TRAVEL LANES AS FOLLOWS:

**4:00 P.M. – 8:00 A.M. SUNDAY THRU THURSDAY AND 4:00 P.M. FRIDAY THRU 4:00 P.M. SUNDAY
ROAD CLOSURES ARE NOT PERMITTED AT ANY TIME.**

ALL OTHER STATE MAINTAINED ROUTES

LANE CLOSURE TIME RESTRICTIONS

DO NOT CLOSE OR NARROW TRAVEL LANES AS FOLLOWS:

6:00 A.M. – 9:00 A.M. AND 4:00 P.M. – 7:00 P.M. MONDAY THRU FRIDAY

ROAD CLOSURES ARE NOT PERMITTED AT ANY TIME.

In addition, the Contractor shall not narrow or close a lane of traffic on **ANY STATE MAINTAINED ROUTE**, detain and /or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **4:00 p.m.** December 31st and **8:30 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:30 a.m.** the following Tuesday.
3. For **Martin Luther King, Jr. Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
4. For **Easter**, between the hours of **4:00 p.m.** Thursday and **8:30 a.m.** Monday.
5. For **Memorial Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
6. For **Independence Day**, between the hours of **4:00 p.m.** the day before Independence Day and **8:30 a.m.** the day after Independence Day.
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 p.m.** the Thursday before Independence Day and **8:30 a.m.** the Tuesday after Independence Day.
7. For **Labor Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
8. For **Veteran's Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
9. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **8:30 a.m.** Monday.
10. For **Christmas**, between the hours of **4:00 p.m.** the Friday before the week of Christmas Day and **8:30 a.m.** the following Tuesday after the week of Christmas Day.
11. For **NASCAR Daytona Car Races**, between the hours of **6:00 a.m.** the Friday before the week of the NASCAR Daytona Car Races to **7:00 p.m.** Monday after the week of the NASCAR Daytona Car Races.
12. For the **Daytona Bike Week**, between the hours of **6:00 a.m.** Friday the week before the week of the Daytona Bike Week to **7:00 p.m.** Monday after the week of the Daytona Bike week.
13. For the **Myrtle Beach Bike Weekend**, between the hours of **6:00 a.m.** Thursday before the week of the Myrtle Beach Bike Weekend to **7:00 p.m.** Monday after the weekend of the Myrtle Beach Bike Weekend.

Holidays and holiday weekends shall include New Year's, Martin Luther King Jr. Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas, Daytona 500 Car Race, Daytona Bike Week and Myrtle Beach Bike Weekend. The Contractor shall schedule his work so that lane closures are not required during these periods, unless otherwise directed by the Engineer. The Contractor's operations are restricted to daylight hours. **No work may be performed on Sundays and legal State holidays.** Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor shall temporarily remove his equipment from the travel way for emergency vehicles and school buses as directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for daytime and nighttime lane closures according to the time restrictions listed above. The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated herein and place traffic in an **existing traffic** pattern.

Any exception to the above stated times and days must be requested in writing by the Contractor to the Engineer prior to mobilization.

The liquidated damages for lane closures are **Five Hundred Dollars (\$500.00) per one (1) hour or any portion thereof.**

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division Six, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives. The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

ENGINEERING CONTROL

Engineering control and inspection will be by the North Carolina Department of Transportation. The Contractor will cut test samples as directed by the Engineer. The North Carolina Department of Transportation will set all necessary grades for pipe, ditches, or masonry drainage structures. All other field engineering will be the responsibility of the Contractor and considered as incidental to the project bid.

DISTRICT CONTACTS

Upon award of the contract, the District contact will be Mr. Troy L. Baker (Assistant District Engineer)
► Telephone: (910) 486-1496 ► Email: tlbaker@ncdot.gov

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications for Roads and Structures and the Department's Materials and Test Manual. However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material, which is not properly certified, will not be accepted.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

LOCATING EXISTING UNDERGROUND UTILITIES

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

Page 1-43, Article 105-8, line 28, after the first sentence, add the following:

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

DIVISION SIX TRAFFIC SERVICES CONTACT

Excavation within 500 feet of a signalized intersection will require notification by the Contractor to the Division Traffic Services Unit at telephone number (910) 486-1452. All traffic signal or detection cables must be located prior to excavation.

MATERIAL AND EQUIPMENT STORAGE AND PARKING

When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris and supplies at least 40 feet (12.2 meters) away from active travel lanes. When vehicles, equipment, and materials are protected by concrete barrier or guardrail they should be offset a minimum of 5 feet (1.5 meters) from the barrier or guardrail put along rear side.

POSTED WEIGHT LIMITS

(7-1-95) (Rev. 8-21-12)

107

SP1 G 24R

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less than the legal limit. Do not exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise indicated below. Make a thorough examination of all projects and haul routes and be prepared to discuss them at the Preconstruction Conference.

The following maps have posted weight limits: (The contractor shall verify all traveled routes).

OUTSOURCING OUTSIDE THE USA

(9-21-04) (5-16-06)

SP1G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

Outsourcing for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

ACT OF GOD

(12-19-06)

SP1G151

Revise the *2012 Standard Specifications* as follows:

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word **contractually**.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, Division 10, 11 and 12 of the North Carolina Department of Transportation Standard Specifications for Roads and Structures and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Install Work Zone Advance Warning Signs in accordance with Standard Drawing No. 1101.01 of the Roadway Standard Drawings prior to beginning any other work. Use a lane closure or shoulder closure to complete the work, as necessary, unless otherwise indicated (refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02 and 1130.01 of the Roadway Standard Drawings). Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Roadway Standard Drawing No. 1101.01, 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 of the Roadway Standard Drawings when closing a lane of travel in a stationary work zone. The stationary work zone shall be a maximum of one (1) mile in length at any given time unless otherwise directed by the Engineer.

Lane closures are required when personnel and/or equipment are working within any portion of a travel lane. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Install all lane closures according to Standard Drawing No. 1101.02 of the Roadway Standard Drawings, or as directed by the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 15 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.04 of the Roadway Standard Drawings unless the work area is protected by barrier or guardrail.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the Roadway Standard Drawings unless the work area is protected by barrier or guardrail.

When personnel and/or equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the Roadway Standard Drawings unless the work area is protected by barrier or guardrail.

When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, Roadway Standard Drawings or as directed by the Engineer.

ROAD CLOSURES ARE NOT PERMITTED AT ANY TIME

Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Once the Contractor has started work at a location, the Contractor should prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance unless determined otherwise by the Engineer. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

TRAFFIC CONTROL AND WORK ZONE SAFETY (continued)

Place all changeable message signs as needed in the locations and with the word messages as directed by the Engineer to provide advance warning to the public during construction.

Ensure the Oversize/Overweight Permit Unit (919) 733-4740 has been advised if the ongoing traffic operations through the Division office.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

All contractor personnel will be required to wear a Class II ANSI approved safety vest while working within the NCDOT Right of Way.

No direct payment shall be made for Traffic Control and Work Zone Safety items, as they shall be considered incidental to other contract items.

NCDOT WORK ZONE TRAFFIC CONTROL QUALIFICATIONS AND TRAINING PROGRAM

The North Carolina Department of Transportation is in the process of developing a Work Zone Traffic Control Qualification & Training program that will begin its implementation in 2010. This program will require qualified and trained Work Zone Flaggers in every flagging operation (July 2010) and qualified and trained Work Zone Traffic Control Supervisors on Significant Projects (July 2011). It is intended for the program to include anyone working within NCDOT Right of Way including work associated with NCDOT construction and encroachment agreements as well as all NCDOT operations.

Training for this certification will be provided by NCDOT approved training sources and/or private entities that have been pre-approved to train themselves. Additional information will be provided as this program progresses. If you have questions, visit our web site at www.ncdot.org/~wztc, or contact Stuart Bourne, PE with NCDOT Traffic Management Unit at (919) 662-4338 or sbourne@ncdot.gov.

FLAGGERS

(2-15-11)

SP11 R20

Revise the 2012 *Standard Specifications* as follows:

Page 11-13, Article 1150-3 Construction Methods, replace the article with the following:

Provide the service of properly equipped and qualified flaggers (see *Roadway Standard Drawing* 1150.01) at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done at an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed for the convenience of the Contractor's operations. However, if safety issues exist (i.e. sight or stopping sight distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

SAFETY VESTS

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgement and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgement, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

RETAINAGE AND PROMPT PAYMENT

Prompt Payment of Monies Due to Subcontractors, Second Tier Subcontractors and Material Suppliers and Release of Retainage

Contractors at all levels; prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

The Contractor may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For the purpose of release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the contract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

PARTIAL PAYMENT

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. Minority Business (MB) and Women's Business (WB) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. An amount equal to five percent (5%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

INVOICES FOR PAYMENT

The Contractor shall submit an invoice to the District Engineer for approval for payment. For any discrepancies noted on the invoice, the Contractor will be notified to submit a corrected copy before payment can be made (No errors or strike-thrus are permitted).

Scheduled estimate times will be determined by the District Engineer during the pre-construction conference. No invoices shall be accepted for payment at any time other than those scheduled, unless directed by the Engineer. For final invoice payment, a separate invoice will be submitted for any retainage due.

Place the Purchase Order number, the dates work performed and the appropriate WBS element (see provision) on each submitted invoice to ensure prompt payment.

The Contractor shall submit a completed DBE-1S form with every invoice.

Invoices shall be submitted to:

Mr. Troy L. Baker
NCDOT – Division of Highways
PO Box 1150
Fayetteville, NC 28306

WBS ELEMENTS

When invoicing, place the appropriate WBS element on the invoice:

- 6.102611 (Cumberland County Primary Route)
- 6.202611 (Cumberland County Secondary Routes)
- 6.202621 (Cumberland County Unpaved Secondary Routes)
- 6.102631 (Cumberland County Interstate Routes)
- 6.104311 (Harnett County Primary Route)
- 6.204311 (Harnett County Secondary Routes)
- 6.204321 (Harnett County Unpaved Secondary Routes)
- 6.104331 (Harnett County Interstate Routes)

CPI (PRICE ADJUSTMENT)

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application by the contract, or sixty (60) days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index for the previous twelve (12) month period as published by the US Bureau of Labor Statistics. If the amount of the requested adjustment is more than ten (10) percent, the Department of Transportation reserves the right to cancel this contract.

<ftp://ftp.bls.gov/pub/special.requests/cpi/cpi.ai.txt>

The CPI will be determined from a 12-month period. Example below:

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
2009	211.1	212.2	212.7	213.2	213.8	215.7	215.3	215.8	215.9	216.2	216.3	215.9
2010	216.7	216.7	217.6	218.0	218.2	217.9	218.0	218.3	218.4	218.7	218.8	219.2
2011	220.2	221.3	223.4	224.9	225.9	225.7	225.9					

CPI for current period	225.7
Less CPI for previous period	<u>217.9</u>
Equals index point change	7.8
Divided by previous period CPI	217.9
Equals	0.0358
<u>Result multiplied by 100</u>	<u>0.0358 x 100</u>
Equals percentage change	3.58

All line items in this contract will be adjusted by the calculated percentage at the time of renewal for CPI (Price Adjustment).

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

DIVISION CONTRACT

Project Special Provisions

SMALL BUSINESS ENTERPRISE PROGRAM

Bids are being solicited for this project under the provisions of the NCDOT Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman or disabled business to qualify for this Program, but you must have had an annual income of \$1,500,000 or less for the previous calendar year.

Under the provisions of this program, a NC General Contractor's License is not required.

Under the provisions of this Program, contract payment and contract performance bonds are not required.

Under the provisions of this Program, your firm is required to be certified with the Contractual Services Unit prior to bidding on this contract. The Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

INTERPRETATION OF QUANTITIES IN PROPOSAL FORM

The quantities appearing in the proposal form are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

COORDINATION WITH OTHERS

The Contractor shall coordinate with the school personnel for possible conflicts and/or delays with school activities if the project is located within five miles of the school. All work shall be scheduled to minimize interference with all school traffic.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer **5 calendar days** in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

TRAFFIC SIGNS & MAILBOXES

Permanent traffic signs and mailboxes that interfere with the road construction operations are to be removed during the course of a day's work, and be reinstalled at the conclusion of each work day. The Contractor shall mark the proper location of the signs and mailboxes by placing an offset stake behind the ditch line to ensure proper replacement.

EQUIPMENT

The Contractor shall furnish all equipment in good operating condition and operated by properly trained and qualified personnel. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract. Upon request, the contractor shall provide any and all state and federal certifications for equipment safety.

Payment for equipment and labor required to perform bid items is included in the bid item price provided by the contractor. Mobilization of labor and equipment shall be included in the bid item price provided by the contractor.

INCIDENTAL CONCRETE CONSTRUCTION

All concrete shall be constructed in accordance with Sections 838, 840, 846, 848, 850, 852, 853, 854, 855, 857, and 858 of the Standard Specifications for Roads and Structures or amendments thereof. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility.

Do not place concrete when the air temperature, measured at the location of the concrete operation in the shade away from artificial heat, is below 35°F unless permission is otherwise granted. When such permission is granted, uniformly heat the aggregates and water to a temperature no higher than 150°F. Place the heated concrete at a temperature of not less than 55°F and not more than 80°F. When it is anticipated that the atmospheric temperature will fall below 35°F, protect concrete in accordance with Subarticle 420-7(C). Protect concrete containing fly ash or ground granulated blast furnace slag for a minimum of 7 curing days, and all other concrete for a minimum of 3 curing days.

GRADING

The Contractor is to grade area to the typical sections and details shown or directed by the Engineer. Grading shall be defined in Section 226 of the Standard Specifications for Roads and Structures or amendments thereof, as amended herein, and shall include all grading work necessary to construct the project including but not limited to clearing and grubbing, roadway excavation, embankment construction, shoulder construction, fine grading, and shaping, grading and compacting roadway ditches, tail ditches, slopes and subgrade. There shall be no direct payment for grading as grading shall be incidental to all miscellaneous concrete construction and/or pipe installation operations.

EROSION, SILTATION, AND POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the Standard Specifications for Roads and Structures or amendments thereof. Erosion control measures shall be installed and maintained in accordance with the plans for this project, Division 16 of the Standard Specifications, Section 1630 of the Standard Specifications, the NCDOT Best Management Practices for Construction and Maintenance Activities or amendments thereof and in locations directed by the Engineer or his representative.

The NCDOT Best Management Practices for Construction and Maintenance Activities manual can be found on the Internet at the following web address:

http://ncdot.org/doh/operations/BMP_manual/default.html

ROUTINE MOBILIZATION

The Contractor will be notified when services are needed by the Engineer, and shall begin work **within fourteen (14) Calendar Days** after notification, or as determined by the Engineer. Failure to respond within the designated time frame for the routine service, or as approved by the Engineer, may result in cancellation of this contract.

Routine Mobilization will not be paid separately, but shall be considered to be incidental to other contract items.

EMERGENCY CALL BACK MOBILIZATION

A separate bid item will be used for **Emergency Call Back Mobilization**. The contractor shall include a cost for mobilizing on emergency basis. Under this item the contractor shall respond after first initially being contacted by the Engineer to the required areas **within three (3) calendar days**. Failure to respond within the time frame may result in nonpayment of this item as emergency basis.

Basis for payment:

Emergency Call Back Mobilization, per each.

UNDERCUT EXCAVATION

When the Engineer determines that the finish graded roadway cross section contains undesirable material, the Contractor shall remove the material and backfill with suitable, properly compacted material. Payment for undercut excavation will be made only in areas that have been examined and approved by the Engineer. Work shall be done in accordance with Section 225 of the Standard Specifications.

Excavation will be measured and paid in cubic yards of materials, measured in their original position and computed by the average end method. The Contractor shall not exceed a depth of three (3) feet when excavating unsuitable material. Foundation Conditioning Geotextile shall be utilized in these areas or as directed by the Engineer. All excess material shall be disposed of in accordance with Section 802 of the Standard Specifications.

Payment to the contractor will be full compensation for all work involving undercut excavation and hauling and disposing of materials.

Basis of payment:

Undercut Excavation, per cubic yard.

WASTE AND BORROW SOURCES

Dispose of all waste and debris in accordance with Section 802 of the Standard Specification or amendments thereof. Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas. No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

Work shall not begin on this project until such time as the source of waste and borrow has been identified and accepted by the Engineer.

REMOVAL AND DISPOSAL OF EXISTING CONCRETE AND ASPHALT

In accordance with Section 250 of the Standard Specifications for Roads and Structures or amendments thereof, break up, remove and satisfactorily dispose of the and asphalt and portland cement concrete components within the limits shown on the plans or as directed by the engineer. Removal of existing asphalt and concrete will be measured and paid for in square yards of existing asphalt and concrete actually removed and disposed of properly. Removal of existing asphalt and concrete will be measured by actual surface measurement prior to removal. Any material removed from the project shall be done in accordance with Section 802 of the Standard Specifications for Roads and Structures or amendments thereof.

Basis of payment:

Removal of Existing Concrete, per square yard.

Removal of Existing Asphalt, per square yard.

FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES

The Contractor shall furnish and install foundation conditioning material in accordance with Sections 300 and 1016 of the Standard Specifications for Roads and Structures for Roads and Structures for Roads and Structures or amendments thereof.

All grading and/or excavation associated with the installation of the foundation conditioning material shall be considered incidental to the placement of the foundation conditioning material. This item shall be of number 5 or 57 stone and shall be placed in accordance with Std. No. 300.01 of the Roadway Standards. This item will be utilized at locations where the existing foundation material is unsuitable for the installation of pipe. Masonry drainage structures will require this item as a base. Foundation Conditioning Geotextile may be utilized in areas where deemed necessary by the Engineer or his representative and will be paid for separately as indicated in this contract proposal.

Basis of Payment:

Foundation Conditioning Material, Minor Structures, per ton.

PIPE CULVERTS

The Contractor shall furnish and install pipe culverts in accordance with the requirements of Section 300, 305 and 310 of the Standard Specifications for Roads and Structures, standard drawing number 300.01 of the Roadway Standards Drawings, and amendments thereof and/or as directed by the Engineer or his representative.

All grading and/or excavation associated with the installation of the pipe culverts shall be considered incidental to the pipe installation operation. The Contractor shall thoroughly and carefully backfill the pipe in layers not exceeding 6 inches loose with material approved by the Engineer. Pipe and backfilled areas shall be graded and maintained in such a condition that erosion or saturation will not erode or damage the pipe or backfill. Heavy equipment shall not be operated over the pipe until it has been properly backfilled and minimum cover as shown on the plans or as approved by the Engineer has been placed over the pipe. All cross pipes shall be constructed with minimum cover as defined the Standard Specifications for Roads and Structures, standard drawing number 300.01 of the Roadway Standards Drawings, the Roadway Design Manual, and amendments thereof and as directed by the Engineer. All pipe materials shall be inspected and approved by the Engineer after delivery to the project and prior to installation. **Pipe culverts shall not be backfilled until approved by the Engineer or his representative.**

Pipe will be measured and paid as the actual number of linear feet of pipe that has been incorporated into the completed and accepted work. Measurement of pipe will be made by counting the number of joints used and multiplying by the length of the joint to obtain the number of linear feet of pipe installed and accepted. **Where traffic is to be maintained, install pipe in sections so that half the width of the roadway is available to traffic.**

All concrete pipe shall bear the NCDOT stamp of approval prior to installation. No pipe shall be used that do not have this seal of approval.

Basis of payment:

15" RC Pipe Culverts, Class III, per linear foot,
18" RC Pipe Culverts, Class III, per linear foot,
24" RC Pipe Culverts, Class III, per linear foot,
30" RC Pipe Culverts, Class III, per linear foot,
36" RC Pipe Culverts, Class III, per linear foot.

PIPE REMOVAL

All pipe removal will be considered waste material, and will be the responsibility of the Contractor to remove to the waste site. All grading and/or excavation associated with the removal of the pipe culverts shall be considered incidental to the pipe removal operation. Payment will be per unit price and include removal to the waste site. Removal of drainage structures such as drop inlets will be considered incidental to the pipe removal. Pipe Removal shall be done in accordance with Section 340 of the Standard Specifications for Roads and Structures or amendments thereof. Contract unit price bid shall include removal to, and disposal at a contractor provided waste site.

Any material removed from the project shall be done in accordance with Section 802 of the Standard Specifications for Roads and Structures or amendments thereof.

Basis of payment:

Pipe Removal, per linear foot.

AGGREGATE BASE COURSE

The Contractor shall furnish and place aggregate base course in accordance with the provisions of Section 520 of the Standard Specifications for Roads and Structures and to the typical sections and details shown.

The Contractor shall dry or add moisture to the material when required to provide a uniformly compacted and acceptable base. When completed, the base course shall be smooth, hard, dense, unyielding and well bonded. All disturbed areas shall be properly compacted in accordance Section 520-7 of the Standard Specifications for Roads and Structures.

Payment will be made under the item "Aggregate Base Course" and shall include, but not be limited to, furnishing aggregate with water, mixing, hauling, spreading materials, compacting, shaping and maintaining the base course.

Basis of payment:

Aggregate Base Course, per ton.

AGGREGATE GRADATION FOR COARSE AGGREGATE

(2-21-12)

1005

SP10 R01

Revise the 2012 Standard Specifications as follows:

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE													
Percentage of Total by Weight Passing													
Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
46/7M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 ^B	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 ^B	Maintenance Stabilization
Light-weight ^C	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

A. See Subarticle 1005-4(A).

B. See Subarticle 1005-4(B).

C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

PIPE COLLAR

This item will be constructed according to Section 840 of the Standard Specifications for Roads and Structures and Roadway Standard Drawing 840.72 or amendments thereof or as directed by the engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation. There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any pipe collar.

Basis of Payment:
Pipe Collar, per cubic yard.

PIPE PLUG

This item will be constructed according to Section 840 of the Standard Specifications for Roads and Structures or amendments thereof or as directed by the engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any pipe plug.

Basis of Payment:
Pipe Plug, per cubic yard.

FLOWABLE FILL

(9-17-02) (Rev 1-17-12)

300, 340, 450, 1000, 1530, 1540, 1550

SP3 R30

This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans, and as directed. This item will be constructed according to Section 1000-6 of the Standard Specifications for Roads and Structures or amendments thereof or as directed by the Engineer. Flowable fill shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility.

Flowable fill may be used for backfill when approved by the Engineer. When using flowable fill, ensure that the pipe is not displaced and does not float during backfill. Submit methods for supporting the pipe and material placement to the Engineer for review and approval. Discharge flowable fill material directly from the truck into the space to be filled or by other approved methods. The mix may be placed full depth or in lifts as site conditions warrant.

Basis of Payment:
Flowable Fill, per cubic yard.

MINOR DRAINAGE STRUCTURES

Minor Drainage Structures shall be constructed in accordance with Section 840 of the Standard Specifications for Roads and Structures and the current Roadway Standard Drawings 840.00, 840.01, 840.02, 840.04, 840.05, 840.14, 840.15, 840.17, 840.18, 840.26, 840.27, 840.28, 840.41, 840.45, 840.46 or amendments thereof or as directed by the Engineer. This work consists of constructing concrete block masonry and/or utilizing approved precast drainage structure(s). Precast drainage structures shall bear the NCDOT stamp of approval prior to installation. No precast drainage structure shall be used that do not have this seal of approval.

Construct concrete footings and all other concrete elements of the structure in accordance with Section 825. Use Class B concrete unless otherwise indicated on the plans. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Use freshly mixed mortar meeting the requirements of Article 1040-8. Remove and dispose of any mortar that has developed initial set or has lost plasticity. Build block masonry plumb and true to the required dimensions. Stagger vertical joints. Set the block with the cells vertical. Spread mortar on the bearing members and fill the vertical joints with mortar. Dampen block when necessary to reduce the rate of absorption. Make joints straight, level, plumb, and neat at intersection. Make joints 1/4 to 1/2" thick except where otherwise indicated on the plans. Finish joints that will remain exposed after backfill, with a concave jointer. Flush cut all other joints. Clean exposed exterior surfaces of spilled mortar that are not backfilled. Steps shall be installed in accordance standard drawing number 840.66 of the Roadway Standard Drawings.

MINOR DRAINAGE STRUCTURES (continued)

Where drainage structures exceed a height of five (5) feet, the number of linear feet exceeding five (5) feet that the drainage structure has been constructed will be measured and paid for per linear foot for drainage structure as provided for in Article 840-4. Measurement will be made vertically to the nearest tenth of a foot from the top of the bottom slab to the top of the wall.

The construction of the Base Pad for drainage structures shall be done in accordance with Section 840 of the Standard Specifications for Roads and Structures and Roadway Standard Drawing 840.00 or amendment thereof. There shall be no direct payment for the construction of the base pad as it shall be considered incidental to the construction of the drainage structure.

Backfill with approved material to the required density as defined by Section 235-3 of the Standard Specifications for Roads and Structures after the drainage structure has cured for at least seven (7) curing days unless approved by the Engineer. Backfill material will be paid for separately as defined elsewhere within this contract proposal.

In accordance with Section 802 of the Standard Specifications for Roads and Structures or amendments thereof, break up, remove and satisfactorily dispose of the masonry drainage structure components within the limits shown on the plans or as directed. Removal of drainage structures such as drop inlets will be considered incidental to the construction of the Masonry Drainage Structure(s).

Payment for this item will be full compensation for grading and excavation necessary to construct the masonry drainage structure, materials and labor for construction of the masonry drainage structure, and any other incidentals associated with the construction of the masonry drainage structure. There shall be no direct payment for any grading or excavation involved with the installation and or construction of any drainage structure.

Frames, grates, lids and/or covers shall be paid for separately as defined elsewhere in this contract proposal. The appropriate county Maintenance Department will retain any salvageable grate, frame and/or lid.

Basis of payment:

Minor Drainage Structures (0 – 5 feet), per each.

Minor Drainage Structures (5 feet and greater), per linear foot.

MINOR DRAINAGE STRUCTURES, TRAFFIC BEARING

Traffic Bearing Minor Drainage Structures shall be constructed in accordance with Section 840 of the Standard Specifications for Roads and Structures and the current Roadway Standard Drawings 840.35, 840.36, amendments thereof and/or as directed by the Engineer. This work consists of constructing traffic bearing concrete block masonry and/or utilizing approved precast traffic bearing drainage structure(s). Precast traffic bearing drainage structures shall bear the NCDOT stamp of approval prior to installation. No precast traffic bearing drainage structure shall be used that do not have this seal of approval.

Construct concrete footings and all other concrete elements of the structure in accordance with Section 825. Use Class B concrete unless otherwise indicated on the plans or within the Roadway Standard Drawings. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Use freshly mixed mortar meeting the requirements of Article 1040-8. Remove and dispose of any mortar that has developed initial set or has lost plasticity. Build block masonry plumb and true to the required dimensions. Stagger vertical joints. Set the block with the cells vertical. Spread mortar on the bearing members and fill the vertical joints with mortar. Dampen block when necessary to reduce the rate of absorption. Make joints straight, level, plumb, and neat at intersection. Make joints 1/4 to 1/2" thick except where otherwise indicated on the plans. Finish joints that will remain exposed after backfill, with a concave jointer. Flush cut all other joints. Clean exposed exterior surfaces of spilled mortar that are not backfilled. Steps shall be installed in accordance standard drawing number 840.66 of the Roadway Standard Drawings.

Where traffic bearing drainage structures exceed a height of five (5) feet, the number of linear feet exceeding five (5) feet that the traffic bearing drainage structure has been constructed will be measured and paid for per linear foot for drainage structure as provided for in Article 840-4. Measurement will be made vertically to the nearest tenth of a foot from the top of the bottom slab to the top of the wall.

MINOR DRAINAGE STRUCTURES, TRAFFIC BEARING (continued)

Backfill with approved material to the required density as defined by Section 235-3 of the Standard Specifications for Roads and Structures after the drainage structure has cured for at least seven (7) curing days unless approved by the Engineer. Backfill material will be paid for separately as defined elsewhere within this contract proposal.

In accordance with Section 802 of the Standard Specifications for Roads and Structures or amendments thereof, break up, remove and satisfactorily dispose of the masonry drainage structure components within the limits shown on the plans or as directed. Removal of drainage structures such as drop inlets will be considered incidental to the construction of the traffic bearing minor drainage structure(s).

Payment for this item will be full compensation for grading and excavation necessary to construct the traffic bearing minor drainage structure, materials and labor for construction of the traffic bearing minor drainage structure, and any other incidentals associated with the construction of the traffic bearing minor drainage structure. There shall be no direct payment for any grading or excavation involved with the installation and or construction of any traffic bearing drainage structure.

Frames, grates, lids and/or covers shall be paid for separately as defined elsewhere in this contract proposal. The appropriate county Maintenance Department will retain any salvageable grate, frame and/or lid.

Basis of payment:

Minor Drainage Structures, Traffic Bearing (0 – 5 feet), per each.

Minor Drainage Structures, Traffic Bearing (5 feet and greater), per linear foot.

OPEN THROAT CATCH BASIN TOP SLAB

This item will be constructed according to Section 840 of the Standard Specifications for Roads and Structures or amendments thereof and standard drawing number 840.04 and 840.05 of the Roadway Standard Drawings or as directed by the Engineer. Construct all concrete elements of the structure in accordance with Section 825 of the Standard Specifications for Roads and Structures.

Use Class B concrete unless otherwise indicated on the plans. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

All reinforcing steel (rebar) required to construct the open throat catch basin top slab will be considered incidental to the construction of the open throat catch basin top slab. There shall be no separate payment for any incidental items involved in the constructions of the open throat catch basin top slab.

Payment for this item will be full compensation for grading and excavation necessary to construct the open throat catch basin top slab, materials and labor for construction of the open throat catch basin top slab, and any other incidentals associated with the construction of the open throat catch basin top slab. There shall be no direct payment for any grading involved with the installation and or construction of any open throat catch basin top slab.

Basis of payment:

Open throat catch basin top slab, per each.

FRAMES WITH GRATES/DRIVEWAY DROP INLET

This item will be constructed according to Section 840 of the Standard Specifications for Roads and Structures or amendments thereof and standard drawing number 840.30 of the Roadway Standard Drawings or as directed by the Engineer. Construct all concrete elements of the structure in accordance with Section 825 of the Standard Specifications for Roads and Structures.

Use Class B concrete unless otherwise indicated on the plans. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for grading and excavation necessary to construct the driveway drop inlet with frame and grate, materials and labor for construction of the driveway drop inlet with frame and grate, and any other incidentals associated with the construction of the driveway drop inlet with frame and grate. There shall be no direct payment for any grading involved with the installation and or construction of any driveway drop inlet with frame and grate.

This item includes the construction of the driveway drop inlet and the associated frames and grate.

Basis of payment:

Frame with Grate, Driveway Drop Inlet, per linear foot,

TEMPORARY STEEL COVER FOR MINOR DRAINAGE STRUCTURES

Install temporary steel plate covers on masonry drainage structures in accordance with the details shown in the plans or as directed by the Engineer. Provide materials that are Grade A36 steel and the size and thickness shown on the detail in the plans or as directed by the engineer. The use and placement of Temporary Steel Covers shall be considered incidental to the construction of Masonry Drainage Structures or other items as included in this contract proposal. No separate payment shall be made for the use of Temporary Steel Covers.

CONCRETE CAP

This item will be constructed according to Division 800 of the Standard Specifications for Roads and Structures or amendments thereof and the attached detail (Convert Existing Open Throat CB to Median Drop Inlet) as well as the plans or as directed by the Engineer.

Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. Precast drainage structures shall bear the NCDOT stamp of approval prior to installation. No precast drainage structure shall be used that do not have this seal of approval.

Payment for this item will be full compensation for all grading and excavation necessary to construct the concrete cap, materials and labor for construction of the concrete cap, and any other incidentals associated with the construction of the concrete cap. There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any concrete cap.

The appropriate county Maintenance Department will retain any salvageable grate, frame and/or lid.

Basis of Payment:

Concrete Cap, per each.

STRUCTURE STEPS

This item will be constructed according to Section 840 of the Standard Specifications for Roads and Structures and Roadway Standard Drawings 840.66 or amendments thereof or as directed by the Engineer. Structure steps shall be installed in all repaired drainage structures over 3.5 feet in depth. Do not place the lowest step more than 16" from the bottom of the structure.

The use of steps differing in dimension, configuration or materials from those shown in Roadway Standard Drawings 840.66 is allowed provided the Contractor has furnished the Engineer with details of the proposed steps and has received approval from the Engineer for the use of such steps.

Basis of Payment:

Structure Step, per each.

CONCRETE REPAIRS

This item includes the repair of existing minor drainage structures where interior walls, floors or other components have deteriorated and as directed by the Engineer.

The requirements of Sections 825, 1024, 1036 and 1028 of the Standard Specifications for Roads and Structures will prevail over any conflicting provisions of this section unless otherwise directed by the Engineer. Use Class B concrete where require or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Use freshly mixed mortar meeting the requirements of Article 1040-9 of the Standard Specifications for Roads and Structures. Remove and dispose of any mortar that has developed initial set or has lost plasticity. Spread mortar on the bearing members and fill the vertical joints with mortar. Dampen block when necessary to reduce the rate of absorption. Make joints straight, level, plumb, and neat at intersection. Make joints 1/4 to 1/2" thick except where otherwise indicated on the plans. Finish joints that will remain exposed after backfill, with a concave jointer. Flush cut all other joints. Clean exposed exterior surfaces of spilled mortar that are not backfilled.

Finishing of concrete repairs shall be done in accordance with Article 825-6(B) of the Standard Specifications for Roads and Structures or as directed by the Engineer.

Basis of Payment:

Concrete Repairs, per square yard.

CONVERTING EXISTING DRAINAGE STRUCTURE

Existing drainage structures shall be converted in accordance with Section 859 of the Standard Specifications for Roads and Structures or amendments thereof. This item consists of raising or lowering existing drainage structures to match the finished surface grade or other elevation as defined by the plans or as directed by the Engineer. Perform work in accordance with the applicable requirements of Article 840-3 and the details shown in the plans. This work consists of converting concrete block masonry and/or precast drainage structure(s). Precast drainage structures shall bear the NCDOT stamp of approval prior to installation. No precast drainage structure shall be used that do not have this seal of approval. Use Class B concrete where require or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Use freshly mixed mortar meeting the requirements of Article 1040-8. Remove and dispose of any mortar that has developed initial set or has lost plasticity. Build block masonry plumb and true to the required dimensions. Stagger vertical joints. Set the block with the cells vertical. Spread mortar on the bearing members and fill the vertical joints with mortar. Dampen block when necessary to reduce the rate of absorption. Make joints straight, level, plumb, and neat at intersection. Make joints 1/4 to 1/2" thick except where otherwise indicated on the plans. Finish joints that will remain exposed after backfill, with a concave jointer. Flush cut all other joints. Clean exposed exterior surfaces of spilled mortar that are not backfilled. Steps shall be installed in accordance standard drawing number 840.66 of the Roadway Standard Drawings.

Where a drainage structure is raised more than two (2) feet, the number of linear feet exceeding two (2) feet that the drainage structure has been raised will be measured and paid for per linear foot. Measurement will be made by subtracting the elevation at the highest point of the original drainage structure from the elevation at the highest point of the converted drainage structure, and then subtracting two (2) feet from the results of the first subtraction.

Backfill with approved material to the required density as defined by Section 235-3 of the Standard Specifications for Roads and Structures after the drainage structure has cured for at least seven (7) curing days unless approved by the Engineer. Backfill material will be paid for separately as defined elsewhere within this contract proposal.

In accordance with Section 802 of the Standard Specifications for Roads and Structures or amendments thereof, break up, remove and satisfactorily dispose of the drainage structure components within the limits shown on the plans or as directed. Removal of drainage structures components will be considered incidental to the conversion of the drainage structure(s).

CONVERT EXISTING DRAINAGE STRUCTURE (continued)

Payment for this item will be full compensation for grading and excavation necessary to convert the drainage structure, materials and labor for conversion of the drainage structure, and any other incidentals associated with the conversion of the drainage structure. There shall be no direct payment for any grading or excavation involved with the conversion of any drainage structure.

Frames, grates, lids and/or covers shall be paid for separately as defined elsewhere in this contract proposal. The appropriate county Maintenance Department will retain any salvageable grate, frame and/or lid.

Basis of payment:

Conversion of Existing Drainage Structure (0 - 2 feet), per each

Conversion of Existing Drainage Structure (2 feet and greater), per linear foot.

SLOTTED DRAIN

This item will be constructed according to Division 800 of the Standard Specifications for Roads and Structures or amendments thereof, the attached detail (Slotted Drain) as well as the plans or as directed by the Engineer.

Use Class B concrete where required or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation. Drainage structures shall be NCDOT approved prior to installation. No drainage structure shall be used that has not been approved.

Payment for this item will be full compensation for all grading and excavation necessary to construct the slotted drain, materials and labor for construction of the slotted drain, and any other incidentals associated with the construction of the slotted drain. There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any slotted drain.

Basis of Payment:

Slotted Drain, per linear feet.

CONCRETE APRON/FLUME

This item will be constructed according to Division 800 of the Standard Specifications for Roads and Structures or amendments thereof, plans and/or as directed by the Engineer. In the event that a Concrete Apron of Flume is constructed at or around an existing drainage structure, the concrete apron shall be constructed to the width and length dimensions specified by the Engineer.

Use Class B concrete where require or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. Depth of concrete shall be 6" and expansion joints shall be constructed as directed by the Engineer. The concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for all grading and excavation necessary to construct the concrete apron/flume, materials and labor for construction of the concrete apron/flume, and any other incidentals associated with the construction of the concrete apron/flume. There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any concrete apron/flume.

Basis of payment:

6" Concrete Apron/Flume, per square yard.

CONCRETE SIDEWALK

All concrete sidewalks shall be constructed in accordance with Section 848 of the Standard Specifications for Roads and Structures and the current Roadway Standard Drawing 848.01 or amendments thereof or as directed by the Engineer.

Use Class B concrete where require or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. The concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for grading necessary to construct the sidewalk, materials and labor for construction of the sidewalk, and any other incidentals associated with the construction of the sidewalk. There shall be no direct payment for any grading involved with the installation and or construction of any Concrete Sidewalk.

Basis of payment:

4" Concrete Sidewalk, per square yard

CONCRETE CURB RAMP

Concrete curb ramps shall be installed in accordance with Section 848 of the Standard Specifications for Roads and Structures, the American Disabilities Act (ADA) as well as Roadway Standard Drawings 848.05 and 848.06, or amendments thereof and/or as directed by the Engineer. Additional information on Alternate Curb Ramp Designs can be found at http://www.ncdot.gov/doh/preconstruct/ps/std_draw/crampdetails/crampdetails.html.

Use Class B concrete where require or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. The concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Detectable warnings shall be installed in accordance with Section 848 and may be either truncated dome concrete paving blocks or stamped concrete. The installation of detectable warnings shall be considered incidental to the installation of the concrete curb ramps.

Payment for this item will be full compensation for all grading and excavation necessary to construct the wheelchair ramps; materials and labor for construction of the ramps; and any other incidentals associated with the construction of the wheelchair ramps. There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any concrete curb ramp.

Basis of payment:

Concrete Wheelchair Ramp, per each.

CONCRETE DRIVEWAY TURNOUT (RADIUS TYPE)

All concrete driveway turnout shall be constructed in accordance with Section 848 of the Standard Specifications for Roads and Structures and the current Roadway Standard Drawing 848.02 and 848.03 or amendments thereof or as directed by the Engineer.

Use Class B concrete where require or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. The concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for all grading and excavation necessary to construct the driveways, materials and labor for construction of the driveways, incidental concrete to tie into existing driveways as directed by the Engineer, and any other incidentals associated with the construction of the driveways. There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any Concrete Driveway Turnout.

Basis of payment:

6" Concrete Driveway Turn-Out, per square yard.

4" CONCRETE PAVED DITCH

Concrete paved ditch shall be constructed in accordance with Section 850 of the Standard Specifications for Roads and Structures and the current Roadway Standard Drawing 850.01 or amendments thereof or as directed by the Engineer.

Use Class B concrete where require or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. The concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for grading and excavation necessary to construct the paved ditch, materials and labor for construction of the paved ditch, and any other incidentals associated with the construction of the paved ditch. There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any concrete paved ditch.

Basis of payment:

4" Concrete Paved Ditch, per square yard.

MONOLITHIC CONCRETE ISLAND

Monolithic concrete islands shall be constructed in accordance with Section 852 of the Standard Specifications for Roads and Structures, Roadway Standard Drawings 852.01 and 852.02, or amendments thereof or as directed by the Engineer. Use Class B concrete where require or as directed by the Engineer.

Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. The concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. The island shall be anchored to the existing pavement surface with 40d spikes driven into the surface and staggered on 2 foot centers. The Contractor shall place ½" expansion joints at 30 foot intervals joints 1 inch deep at 10 foot intervals between the expansion joints. The top ½" of expansion joints and the full depth of grooved joints shall be filled and sealed with a North Carolina Department of Transportation approved joint sealer.

The Contractor shall place at locations in the island, as directed by the Engineer, 10" PVC Pipe, furnished by the Department, to facilitate installation of sign posts. The PVC pipe shall be in place prior to placement of concrete, shall be plumb, and shall be cut off flush with the top surface of the island.

All concrete shall be formed and placed in accordance with Section 420 of the Standard Specifications for Roads and Structures. No concrete shall be placed until the forms and concrete have been approved by the Engineer or his representative. The temperature of the concrete shall not be less than 50 degrees Fahrenheit at the time of placement. The air temperature measured at the jobsite, in the shade, away from artificial heat shall be a minimum of 35 degrees Fahrenheit before placement will be permitted. The Contractor shall cure the concrete in accordance with Section 420-17 of the Standard Specifications for Roads and Structures.

Payment for this item will be full compensation for all grading and excavation necessary to construct the monolithic concrete islands, materials and labor for and any other incidentals associated with the construction of the monolithic concrete islands. There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any monolithic concrete island.

Basis of payment:

5" Monolithic Concrete Island, per square yard.

CONCRETE CURB AND GUTTER

All concrete curb and gutter shall be constructed in accordance with Section 846 of the Standard Specifications for Roads and Structures and the current Roadway standard Drawing 846.01 or amendments thereof or as directed by the Engineer.

Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks parallel to the curb line or gutter line. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation. Curb and gutter placed by machine shall not be placed until the stringline and base have been inspected and approved by the Department of Transportation.

The contractor shall be required to replace curb and gutter within 48 hours after removal of that portion of existing curb and gutter. If curb and gutter is not replaced the same day that it is removed, the contractor shall "safe-up" the work area as directed by the Engineer.

Payment for this item will be full compensation for all grading and excavation necessary to construct the curb and gutter, materials and labor for construction of the curb and gutter, and any other incidentals associated with the construction of the curb and gutter. There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any concrete curb and gutter.

Basis of payment:

2'-6" Concrete Curb and Gutter, per linear foot.

1'-6" Concrete Curb and Gutter, per linear foot.

8" x 12" or 18" Concrete Curb, per linear foot.

9" x 12" or 18" Concrete Curb, per linear foot.

Expressway Gutter, per linear foot.

Shoulder Berm Gutter, per linear foot.

8" x 6" Median Curb, per linear foot.

Valley Gutter, per linear foot.

STABILIZATION REQUIREMENTS

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 3, 2011 issued by the North Carolina Department of Environment and Natural Resources Division of Water Quality. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

PERMANENT VEGETATION ESTABLISHMENT

(2-16-12)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish 80% coverage of permanent vegetation within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the Standard Specifications for Roads and Structures.

Once the Engineer has determined that 80% coverage of permanent vegetation has been established, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for, and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the Standard Specifications for Roads and Structures. No additional compensation will be made for maintenance and removal of temporary erosion control items.

There shall be no direct payment for Seeding and Mulching shall be considered incidental to the repair/replacement of all associated drainage structures, drainage structure components and/or any other items associated with this contract proposal. All affected areas shall be seeded and matted with eight (8) foot Excelsior rolled erosion control products the same day that construction has been completed. The Excelsior erosion control products shall be paid for separately as indicated within this contract proposal.

MATERIALS

(2-21-12) (Rev. 9-18-12)

1005, 1081, 1092

SP10 R01

Revise the 2012 Standard Specifications as follows:

Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Com p. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggre-gate	Angular Aggre-gate	Rounded Aggre-gate	Angular Aggre-gate			Min.	Max.	Min.	Max.
<i>Units</i>	<i>psi</i>					<i>inch</i>	<i>inch</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
Sand Light-weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow-able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flow-able	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

**TABLE 1005-1
AGGREGATE GRADATION - COARSE AGGREGATE**

Percentage of Total by Weight Passing													
Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 ^B	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 ^B	Maintenance Stabilization
Light-C weight	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

- A. See Subarticle 1005-4(A).
 B. See Subarticle 1005-4(B).
 C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1078-1 REQUIREMENTS FOR CONCRETE		
Property	28 Day Design Compressive Strength 6,000 psi or less	28 Day Design Compressive Strength greater than 6,000 psi
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A.

Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

Page 10-169, Subarticle 1081-3(G) Anchor Bolt Adhesives, delete this subarticle.

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace **Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A** with the following:

TABLE 1092-3 MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A (Candelas Per Lux Per Square Meter)								
Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	120	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

AWARD OF CONTRACT

The basis for award of this contract will be determined by multiplying the unit bid prices by the quantities given and comparing the total amount bid for the following items:

- Emergency Callback Mobilization
- Undercut Excavation
- Borrow Excavation
- Removal of Existing Asphalt Pavement
- Removal of Existing Concrete Pavement Slabs
- Foundation Conditioning Material, Minor Structures
- Foundation Conditioning Geotextile
- 12" RC Pipe Culverts, Class III
- 15" RC Pipe Culverts, Class III
- 18" RC Pipe Culverts, Class III
- 24" RC Pipe Culverts, Class III
- 30" RC Pipe Culverts, Class III
- 36" RC Pipe Culverts, Class III
- Pipe Removal
- Aggregate Base Course
- Concrete Pipe Collar, Std. 840.72
- Flowable Fill
- Minor Drainage Structure (0 – 5 feet)
- Open Throat Catch Basin Top Slab, Stds. 840.04 and 840.05
- Minor Drainage Structure (5 – 10 feet)
- Frame with Grate and Hood, Std. 840.03 (Type E)
- Frame with Grate and Hood, Std. 840.03 (Type F)
- Frame with Grate and Hood, Std. 840.03 (Type G)
- Frame with Cover, Std. 840.54
- Frame with Grates, Driveway Drop Inlet, Std. 840.30
- Conversion of Existing Drainage Structure (0 – 2 feet)
- Conversion of Existing Drainage Structure (2 feet and greater)
- 2' x 6" Concrete Curb and Gutter, Std. 846.01
- 4" Concrete Sidewalk, Std. 848.01
- Concrete Curb Ramp, Std. 848.01
- 6" Concrete Driveway, Std. 848.02
- 5" Concrete Monolithic Island (Surface Mounted), Std. 852.01
- 5" Concrete Monolithic Island (Keyed-In), Std. 852.01
- Eight foot (8') Excelsior Matting for Erosion Control

All other items are listed for contingent bids. The Contractor may be required to furnish and install these items if it is determined by the Engineer to be necessary.

The quantities listed are for bidding purposes only. The actual quantities will be determined by the Engineer.

"The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin".

DIVISION CONTRACT

Standard Special Provisions

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

11-18-08

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

Restricted Noxious Weed	Limitations per Lb. Of Seed	Restricted Noxious Weed	Limitations per Lb. of Seed
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet - Strain R
Weeping Lovegrass	Clover - Red/White/Crimson
Carpetgrass	

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass	Orchardgrass
Big Bluestem	Switchgrass
Little Bluestem	Yellow Blossom Sweet Cover
Bristly Locust	
Birdsfoot Trefoil	
Indiangrass	

ERRATA

(1-17-12) (Rev. 9-18-12)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace “Article 107-26” with “Article 107-25”.

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete “pipe culverts,”.

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows:
Line 1, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.

Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

Division 12

Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.

Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LD\sqrt{P} + 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.

Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03)

Z-04a

Within quarantined area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county

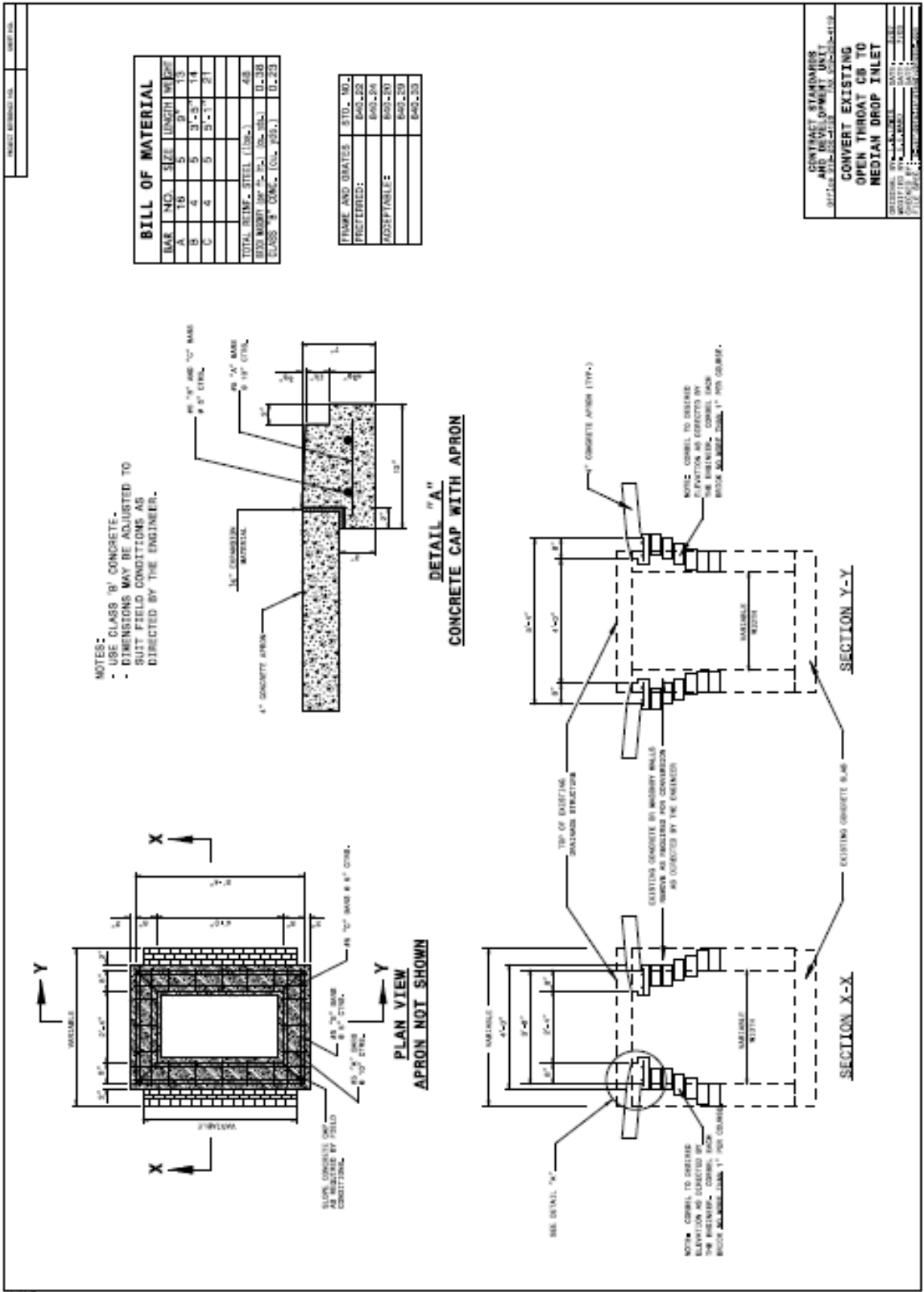
Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.



CONCRETE CAP DETAIL

ULTIMATE NO.1

ALSTOM/ALSTOM-2

APPENDIX 1

PERFORMANCE

1

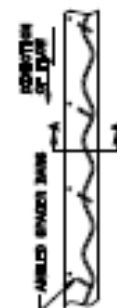
USE ONLY AVAILABLE INFORMATION FROM CURRENT STATE
INVESTIGATIONS OF APRIL 4, 1968, UNDER NO. 44-38861-
A 35.

FILED IN THE OFFICE OF THE DISTRICT ATTORNEY
AT LOS ANGELES, CALIFORNIA

USE SHOTGUN BLADE FOR TEST IS APPROPRIATE FOR ALL TESTS
LOADING WITH CARTRIDGES AS SHOWN.

USE GLASS OR PLASTIC CONTAINERS FOR ALL LIQUIDS
CONTAINED HERE. DO NOT REMOVE THE CONTAINERS OR ADAPTS
FROM TYPE 2.

NEED ALONG THE LINE OF SPECIAL STATE CONSIDERATIONS
BEFORE THE MEMBERS OF THE JURY, THE MEMBERS
OF THE SPECIAL PROSECUTION, AND THE JURY OF THE COURT.



SECTION A-A

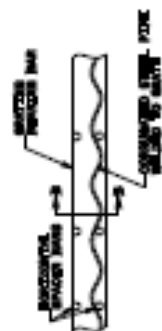
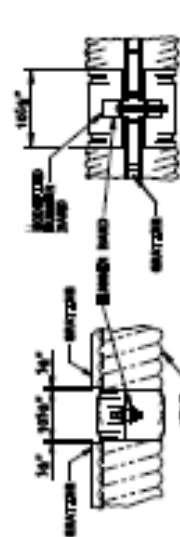


Exhibit 10-1

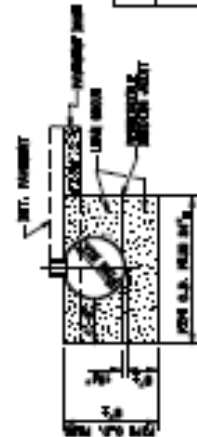
TYPICAL GRATE DETAILS



ENTRADA AT MID OF PLOT



TYPICAL COMPLEX BAND



PLANTING AND MAINTENANCE

PROJECT SERVICES UNIT
STANDARD AND SPECIAL
PHONE: 815-967-5000 FAX: 815-967-5001

DETAILS OF SLOTTED HOLE
12" TYP 30° ROUGHEN POPS

DATE: _____
BY: _____
CHECKED BY: _____
APPROVED BY: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as prequalified

Attest

Secretary/Assistant Secretary
Select appropriate title

By

President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

_____ day of _____, 20____

Signature of Notary Public

Of _____ County

State of _____

My Commission Expires _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership		

Address as Prequalified		
_____	By	_____
Signature of Witness		Signature of Partner
_____		_____
Print or type Signer's name		Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____
day of _____ 20____.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

_____ Signature of Witness	Signature of Manager	_____ Individually
-------------------------------	-------------------------	-----------------------

_____ Print or type Signer's name	_____ Print or type Signer's Name
--------------------------------------	--------------------------------------

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the
____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)		
	Name of Joint Venture	
(2)		
	Name of Contractor	
	Address as prequalified	
	Signature of Witness or Attest	Signature of Contractor
	By	
	Print or type Signer's name	Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and
(3)		
	Name of Contractor	
	Address as prequalified	
	Signature of Witness or Attest	Signature of Contractor
	By	
	Print or type Signer's name	Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and
(4)		
	Name of Contractor (for 3 Joint Venture only)	
	Address as prequalified	
	Signature of Witness or Attest	Signature of Contractor
	By	
	Print or type Signer's name	Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this _____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this _____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this _____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____

Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

**SUBSTITUTE FORM W-9
VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD

CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME:

MAILING ADDRESS: STREET/PO BOX:

CITY, STATE, ZIP:

DBA / TRADE NAME (IF APPLICABLE):

BUSINESS DESIGNATION:

☐ INDIVIDUAL (use

☐ SOLE PROPRIETOR (use SS No. or Fed ID

☐ CORPORATION (use Federal ID No.)

☐ PARTNERSHIP (use Federal ID No.)

☐ ESTATE/TRUST (use Federal ID no.)

☐ STATE OR LOCAL GOVT. (use Federal ID No.)

☐ OTHER / SPECIFY _____

SOCIAL SECURITY NO.

(Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO.

(Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX:

CITY, STATE, ZIP:

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (☐ Prefer Not To Answer, ☐ African American, ☐ Native American, ☐ Caucasian American, ☐ Asian American,

☐ Hispanic American, ☐ Asian-Indian American, ☐ Other: _____)

What is your firm's gender? (☐ Prefer Not to Answer, ☐ Male, ☐ Female) Disabled-Owned Business? (☐ Prefer Not to Answer, ☐ No)

IRS Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to your local DOT office.

**State of North Carolina
Department of Transportation
Subcontractor Payment Information**

Submit with Invoice To: District Engineer
North Carolina Department of Transportation
Division 6 / District 2
P.O. Box 1150
Fayetteville, NC 28302

Firm Invoice No.
NC DOT PO / Contract Number
WBS No. (State Project)
Date of Invoice

Invoice Line Item Reference	Payer Name	Payer Federal Tax Id	Subcontractor/ Subconsultant/ Material Supplier Name	Subcontractor/ Subconsultant/ Material Supplier Federal Tax Id	Amount Paid To	Date Paid To
					Subcontractor/ Subconsultant/ Material Supplier This Invoice	Subcontractor/ Subconsultant/ Material This Invoice
Total Amount Paid to Subcontractor Firms \$					<input type="text"/>	

Note: These documents are scanned into the NCDOT Fiscal Program. Please do not highlight or shade the figures.

Certification of Firm

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/ Subconsultants/Material Suppliers on the above referenced project.

Signature Title
Print Name Date



North Carolina Department of Transportation DIVISION CONTRACT BID FORM

Work Order Numbers:

6.102611, 6.202611, 6.202621, 6.102631, 6.104311, 6.204311, 6.204321 & 6.104331

Miscellaneous Concrete Construction and Pipe Installation

Cumberland & Harnett Counties (026 & 043)

LINE	ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
10	0000100000-N	SP	Emergency Callback Mobilization	1	LS		
20	0036000000-E	SP	Undercut Excavation	10	CY		
30	0106000000-E	230	Borrow Excavation	10	CY		
40	0156000000-E	SP	Removal of Existing Asphalt Pavement	10	SY		
50	0170000000-E	SP	Removal of Existing Concrete Pavement	20	SY		
60	0318000000-E	SP	Foundation Conditioning Material, Minor Structures	20	Ton		
70	0320000000-E	300	Foundation Conditioning Geotextile	10	SY		
80	0360000000-E	310	12" RC Pipe Culverts, Class III	8	LF		
90	0366000000-E	310	15" RC Pipe Culverts, Class III	24	LF		
100	0372000000-E	310	18" RC Pipe Culverts, Class III	24	LF		
110	0378000000-E	310	24" RC Pipe Culverts, Class III	24	LF		
120	0384000000-E	310	30" RC Pipe Culverts, Class III	24	LF		
130	0390000000-E	310	36" RC Pipe Culverts, Class III	24	LF		
140	0995000000-E	340	Pipe Removal	32	LF		
150	1121000000-E	SP	Aggregate Base Course	20	Ton		
160	2253000000-E	SP	Concrete Pipe Collar, Std. 840.72	5	CY		
170	2275000000-E	SP	Flowable Fill	5	CY		
180	2286000000-N	SP	Minor Drainage Structure (0 – 5 feet)	5	Each		
190	2286000000-N	SP	Open Throat Catch Basin Top Slab, Stds. 840.04 and 840.05	2	Each		
200	2308000000-E	SP	Minor Drainage Structure (5 – 10 feet)	5	LF		



North Carolina Department of Transportation DIVISION CONTRACT BID FORM (continued)

210	2374000000-E	840	Frame with Grate and Hood, Std. 840.03 (Type E)	1	Each		
220	2374000000-E	840	Frame with Grate and Hood, Std. 840.03 (Type F)	1	Each		
230	2374000000-E	840	Frame with Grate and Hood, Std. 840.03 (Type G)	1	Each		
240	2396000000-N	840	Frame with Cover, Std. 840.54	1	Each		
250	2418000000-E	SP	Frame with Grates, Driveway Drop Inlet, Std. 840.30	30	LF		
260	2473000000-N	SP	Conversion of Existing Drainage Structure (0-2 feet)	2	Each		
270	2484000000-N	SP	Conversion of Existing Drainage Structure (2 feet and greater)	2	LF		
280	2549000000-E	SP	2' – 6" Concrete Curb and Gutter, Std. 846.01	40	LF		
290	2591000000-E	SP	4" Concrete Sidewalk, Std. 848.01	20	SY		
300	2605000000-E	SP	Concrete Curb Ramp, Std. 848.05	2	Each		
310	2612000000-E	SP	6" Concrete Driveway, Std. 848.02	10	SY		
320	2647000000-E	SP	5" Monolithic Concrete Island (Surface Mounted), Std. 852.01	25	SY		
330	2655000000-E	SP	5" Monolithic Concrete Island (Keyed In), Std. 852.01	25	SY		
340	6036000000-E	1631	Matting for Erosion Control (8' Excelsior)	100	SY		

TOTAL BID FOR PROJECT: _____



North Carolina Department of Transportation

DIVISION CONTRACT BID FORM (continued)

CONTINGENT ITEMS

NOTE: Bids are required on all contingent items. Any proposals which do not have a bid for contingent items will be considered non-responsive and will not be considered for award of contract

350	0996000000-E	350	Pipe Cleanout	2	Each		
360	2264000000-E	SP	Pipe Plug, Std. 840.71	2	CY		
370	2286000000-N	SP	Minor Drainage Structure, Traffic Bearing (0 – 5 feet)	1	Each		
380	2308000000-E	SP	Minor Drainage Structure, Traffic Bearing (5 - 10 feet)	5	LF		
390	2352000000-N	840	Frame with Grate, Std. 840.16	2	Each		
400	2354000000-N	840	Frame with Grate, Std. 840.22	1	Each		
410	2354200000-N	840	Frame with Grate, Std. 840.24	1	Each		
420	2355000000-N	840	Frame with Grate, Std. 840.29	1	Each		
430	2364000000-N	840	Frame with Two Grates, Std. 840.16	1	Each		
440	2364200000-N	840	Frame with Two Grates, Std. 840.20	1	Each		
450	2365000000-N	840	Frame with Two Grates, Std. 840.22	1	Each		
460	2366000000-N	840	Frame with Two Grates, Std. 840.24	1	Each		
470	2367000000-N	840	Frame with Two Grates, Std. 840.29	1	Each		
480	2407000000-N	840	Steel Frame with Two Grates, Std. 840.37	1	Each		
490	2473000000-N	SP	Concrete Cap	1	Each		
500	2473000000-N	SP	Structure Step, Std. 840.66	5	Each		
510	2489000000-E	SP	Concrete Repairs	5	SY		
520	2484000000-N	SP	Slotted Drain	10	LF		
530	2495000000-E	SP	Concrete Apron/Flume	5	CY		
540	2535000000-E	SP	8" x 12" or 18" Concrete Curb, Std. 846.01	5	LF		
550	2535000000-E	SP	9" x 12" or 18" Concrete Curb, Std. 846.01	5	LF		
560	2535000000-E	SP	8" x 6" Concrete Median Curb, Std. 846.01	5	LF		



North Carolina Department of Transportation DIVISION CONTRACT BID FORM (continued) CONTINGENT ITEMS

NOTE: Bids are required on all contingent items. Any proposals which do not have a bid for contingent items will be considered non-responsive and will not be considered for award of contract.

570	2542000000-E	SP	1' – 6" Concrete Curb and Gutter, Std. 846.01	5	LF		
580	2556000000-E	SP	Concrete Shoulder Berm Gutter, Std. 846.01	5	LF		
590	2577000000-E	SP	Concrete Expressway Gutter, Std. 846.01	5	LF		
600	2580000000-E	SP	Concrete Valley Gutter, Std. 846.01	5	LF		
610	2619000000-E	SP	4" Concrete Paved Ditch, Std. 850.01	10	SY		
620	2703000000-E	854	Double Faced Concrete Barrier (Type I) , Std. 854.01	10	LF		
630	2703000000-E	854	Double Faced Concrete Barrier (Type II) , Std. 854.01	10	LF		
640	2703000000-E	854	Double Faced Concrete Barrier (Type III) , Std. 854.01	10	LF		
650	2703000000-E	854	Double Faced Concrete Barrier (Type IV) , Std. 854.01	10	LF		
660	2703000000-E	854	Double Faced Concrete Barrier (Type T) , Std. 854.02	10	LF		
670	2703000000-E	854	Double Faced Concrete Barrier (Type T1) , Std. 854.02	10	LF		
680	2703000000-E	854	Double Faced Concrete Barrier (Type T2) , Std. 854.02	10	LF		
690	2830000000-N	858	Adjustment of Manhole	2	Each		
700	2845000000-N	858	Adjustment of Valve Box or Meter Box	2	Each		
710	6000000000-E	1605	Temporary Silt Fence	20	LF		



North Carolina Department of Transportation DIVISION CONTRACT BID FORM (continued)

CONTRACTOR _____

—

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized
Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.

Reviewed by _____ *(date)*
Division Proposal Engineer

Accepted by NCDOT _____ *(date)*
Division Engineer